

Panaji, 23rd April, 2015 (Vaisakha 3, 1937)

SERIES II No. 4

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of Co-operation
Office of the Asstt. Registrar of Co-operative
Societies

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, the Pamela Palms Co-op. Housing Maintenance Society Ltd., Anjuna, Bardez-Goa has been registered under code symbol No. GEN-70/NZ/Goa.

Sd/- (V. B. Devidas), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 20th January, 2015.

Certificate of Registration

The Pamela Palms Co-op. Housing Maintenance Society Ltd., Anjuna, Bardez-Goa has been registered on 20-01-2015 and it bears registration code symbol No. GEN-70/NZ/Goa. It is classified as "Housing Maintenance Society" in terms of Rule 8(1)(7) and sub-classified as "Co-operative Housing Maintenance Society" under sub-rule 7(d) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (V. B. Devidas), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 20th January, 2015.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, the Mathura Enclave Co-op. Housing Society Ltd., Pilerne, Bardez-Goa, has been registered under code symbol No. HSG(b)-350/NZ/Goa.

Sd/- (V. B. Devidas), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 2nd February, 2015.

Certificate of Registration

The Mathura Enclave Co-op. Housing Society Ltd., Pilerne, Bardez-Goa, has been registered on 02-02-2015 and it bears registration code symbol No. HSG(b)-350/NZ/Goa. It is classified as "Housing Society" in terms of Rule 8(1)(7) and sub-classified as "Co-operative Housing Society" under sub-rule 7(d) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (V. B. Devidas), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 2nd February, 2015.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, the Vision Greens Residents Co-op. Housing Maintenance Society Ltd., Arpora, Bardez-Goa, has been registered under code symbol No. GEN-71/NZ/Goa.

Sd/- (V. B. Devidas), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 13th February, 2015.

Certificate of Registration

The Vision Greens Residents Co-op. Housing Maintenance Society Ltd., Arpora, Bardez-Goa, has been registered on 13-02-2015 and it bears registration code symbol No. GEN-72/NZ/Goa. It is classified as "Housing Maintenance Society" in terms of Rule 8(1)(7) and sub-classified as "Co-operative Housing Maintenance Society" under sub-rule 7(d) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (V. B. Devidas), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 13th February, 2015.

Notification

No. 5-1606-2015/ARSZ/GEN

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Om Shree Ganesh Self Help Group Co-op. Society Ltd., Bhatwadi, Headland Sada, Vasco-da-Gama, Goa" is registered under code symbol No. GEN-(c)-149/South-Goa/2015.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 12th February, 2015.

Certificate of Registration

"The Om Shree Ganesh Self Help Group Co-op. Society Ltd., Bhatwadi, Headland Sada, Vasco-da-Gama, Goa" has been registered on 12-02-2015 and it bears registration code symbol No. GEN-(c)-149/South-Goa/2015 and it is classified as "General Society" under sub-classification No. 12-(c)-other Society in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 12th February, 2015.

Notification

No. 5-1605-2015/ARSZ/GEN

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Shree Tulsi Maya Self Help Group Co-op. Society Ltd., Ghongor, Talwada, Cuncolim, Salcete, Goa" is registered under code symbol No. GEN-(c)-148/South-Goa/2015.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 12th February, 2015.

Certificate of Registration

"Shree Tulsi Maya Self Help Group Co-op. Society Ltd., Ghongor, Talwada, Cuncolim, Salcete, Goa" has been registered on 12-02-2015 and it bears registration code symbol No. GEN-(c)-148/South-Goa/2015 and it is classified as "General Society" under sub-classification No. 12-(c)-other Society in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 12th February, 2015.

Notification

No. 5-1604-2015/ARSZ/GEN

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Holy Trinity Self Help Group Co-op. Society Ltd., Poriebhath, Verna, Goa" is registered under code symbol No. GEN-(c)-147/South-Goa/2015.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 12th February, 2015.

Certificate of Registration

"The Holy Trinity Self Help Group Co-op. Society Ltd., Poriebhath, Verna, Goa" has been registered on 12-02-2015 and it bears registration code symbol No. GEN-(c)-147/South-Goa/2015 and it is classified as "General Society" under sub-classification No. 12-(c)-other Society in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 12th February, 2015.

Notification

No. 5-1603-2015/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Sapana Palmeiras Co-operative Housing Maintenance Society Ltd., Benaulim, Salcete-Goa" is registered under code symbol No. HSG-(d)-954/South-Goa/2015.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 12th February, 2015.

Certificate of Registration

"The Sapana Palmeiras Co-operative Housing Maintenance Society Ltd., Benaulim, Salcete-Goa" has been registered on 12-02-2015 and it bears registration code symbol No. HSG-(d)-954/South-Goa/2015 and it is classified as "Housing Society" under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society, in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 12th February, 2015.

Notification

No. 5-1602-2015/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Arabian Sea View Co-operative Housing Maintenance Society Ltd., Velsao, Salcete-Goa" is registered under code symbol No. HSG-(d)-953/South-Goa/2015.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 4th February, 2015.

Certificate of Registration

"The Arabian Sea View Co-operative Housing Maintenance Society Ltd., Velsao, Salcete-Goa" has been registered on 04-02-2015 and it bears registration code symbol No. HSG-(d)-953/South-Goa/2015 and it is classified as "Housing Society" under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society, in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 4th February, 2015.

Notification

No. 5-1601-2015/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Prabhudessai Classic Co-operative Housing Maintenance Society Ltd., Gogol, Margao-Goa" is registered under code symbol No. HSG-(d)-952/South-Goa/2015.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 4th February, 2015.

Certificate of Registration

"The Prabhudessai Classic Co-operative Housing Maintenance Society Ltd., Gogol, Margao-Goa" has been registered on 04-02-2015 and it bears registration code symbol No. HSG-(d)-952/South-Goa/2015 and it is classified as "Housing Society" under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society, in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 4th February, 2015.

Notification

No. 5-1600-2015/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Roofmakers West Coast Residency Co-operative Housing Maintenance Society Ltd., Cana, Benaulim, Salcete, Goa" is registered under code symbol No. HSG-(d)-951/South-Goa/2015.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 20th January, 2015.

Certificate of Registration

"The Roofmakers West Coast Residency Co-operative Housing Maintenance Society Ltd., Cana, Benaulim, Salcete, Goa" has been registered on 20-01-2015 and it bears registration code symbol No. HSG-(d)-951/South-Goa/2015 and it is classified as "Housing Society" under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society, in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 20th January, 2015.

Department of Finance**Debt Management Division****Notification**

No. 2/8/2010-FIN(DMU) P.F.

In partial modification to Notification No. 2/8/2010-FIN(DMU) dated 29-08-2012 and in pursuance of Article 68(4), read with Article 79 of the Memorandum of Association and Articles of Association of EDC Ltd., Government of Goa is pleased to appoint Shri Siddharth S. Kuncolikar on the Board of Director of EDC Ltd., and also nominate him as Chairman of the EDC Ltd., with immediate effect.

By order and in the name of the Governor of Goa.

Meenakshi Gad, Joint Secretary (DMU).

Porvorim, 21st April, 2015.

Department of Labour

Notification

No. 28/1/2015-Lab/406

The following Award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 29-01-2015 in reference No. IT/28/09 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).

Porvorim, 31st March, 2015.

IN THE INDUSTRIAL TRIBUNAL
AND LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Ms. Bimba K. Thaly Presiding
Officer)

Ref. No. IT/28/09

Workmen,
Rep. by Cidade de Goa,
Hotel Employees Union,
Vaiguinim Beach,
Dona Paula Goa.

.... Workmen/Party I.

V/s.

Hotel Cidade de Goa
Unit of Fomento Hotel & Resort,
Vaiguinim Beach,
Dona Paula Goa.

.... Employer/Party II

Party I represented by Shri P. Gaonkar.

Party II represented by Adv. Shri G. B. Kamat.

AWARD

(Passed on this 29th day of January, 2015)

In exercise of the powers conferred by clause (d) of sub section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act) the Government of Goa by order dated 04-09-2009 bearing number 28/9/2009-LAB referred the following dispute for adjudication.

“(1) Whether the Charter of Demands dated 21-01-2008 served by the Cidade de Goa Hotel Employees’ Union, Dona Paula on the management of M/s. Hotel Cidade de Goa, unit of Fomento Hotel and Resort, Vaiguinim, Dona Paula, Goa are legal and justified?

CHARTER OF DEMANDS

(1) Demand No. 1: Pay Scales

It is demanded that all the workmen should be given pay scale as follows:-

| Grade | Pay Scale |
|-------|--|
| I | 750-60-1050-70-1400-80-1800-90-2250-95-2725-100-3223-105-3750 |
| II | 850-65-1175-75-1550-85-1975-95-2450-100-2950-105-3475-110-4025 |
| III | 950-70-1300-80-1700-90-2150-100-2650-110-3200-115-3775-120-4375 |
| IV | 1050-75-1425-85-1850-100-2350-115-2925-130-3575-145-4300-160-5100 |
| V | 1150-85-1575-100-2075-115-2650-130-3300-145-4025-160-4825-175-5700 |
| VI | 1250-100-1750-115-2325-130-2875-145-3600-160-4400-175-5275-190-6225 |
| VII | 1350-115-1925-130-2575-145-3300-160-4100-175-4975-190-5925-205-6950 |
| VIII | 1450-130-2100-145-2825-160-3625-185-4550-200-5550-215-6625-230-7775 |
| IX | 1550-150-2300-170-3150-190-42100-210-5150-230-6300-250-7550-275-8925 |

(2) Demand No. 2.: Flat Rise

It is demanded that all the workmen should be given a flat rise at the rate mentioned below:-

| | |
|---------------------------------|--------------|
| Grade (I, II, III and IV) | : Rs.1000/- |
| Grade (V, VI, VII, VIII and IX) | : Rs. 1100/- |

(3) Demand No. 3: Seniority Increment

It is demanded that the workmen should be given seniority increments as mentioned below:-

| | |
|---|---------------------|
| Service upto 2 years | : One increment. |
| Service above upto 2 years and upto 4 years | : Two increments. |
| Service above 4 years and upto 8 years | : Three increments. |
| Service above 8 years and upto 13 years | : Four increments. |
| Service above 13 years and upto 18 years | : Five increments. |
| Service above 18 years and upto 25 years | : Six increments. |
| Service above 25 years | : Seven increments. |

(4) Demand No. 4: Fixed Dearness Allowance (FDA)

It is demanded that an amount of Rs. 750/- should be added to the existing Fixed Dearness allowance as the Fixed Dearness Allowance presently paid is very less.

(5) Demand No. 5: Variable Dearness Allowance

It is demanded that the Variable Dearness Allowance should be paid at the revised rate of Rs. 3/- per point and rise above 2000 points (1960=100). Further, it is demanded that the computation of Variable Dearness Allowance should be made quarterly based on the average rise of points for the preceding quarter.

(6) Demand No. 6: House Rent Allowance

It is demanded that House Rent allowance should be paid at the revised rate of 30% of basic and dearness allowance, as the cost of the accommodation is very high in Goa, it being a Tourist State.

(7) Demand No. 7: Children Education Allowance

It is demanded that all workmen should be paid a Children Education allowance at the rate of Rs. 500/- per month.

(8) Demand No. 8: Conveyance Allowance

It is demanded that all workmen should be paid Conveyance allowance at the rate of Rs. 500/- per month.

(9) Demand No. 9: Transport Facility

It is demanded that free transport facility should be provided to those workmen who are presently not provided with this facility.

(10) Demand No. 10: Paid Holidays

It is demanded that all the festival holidays that fall on weekly off day should be changed to next day or one day earlier, which should be finalized in consultation with the Union.

(11) Demand No. 11: Leave

It is demanded that all the leave which was reduced in the last wage settlement should be restored, as great hardship is cause to the workers and, therefore, workers should be given back the leave as under:-

- (a) Earned leave of 30 days per year.
- (b) Casual leave of 10 days per year.
- (c) Sick leave of 12 days per year.

(12) Demand No. 12: Leave Travel Allowance

It is demanded that Leave Travel Allowance should be paid at the revised rate of Rs. 5000/-per

annum, with minimum of four days earned leave. The amount shall be paid one week before the commencement of leave.

(13) Demand No. 13: Medical Reimbursement/ Medical Allowance

It is demanded that those workmen outside the purview of Employees State Insurance Co-operation should be reimbursed full medical expenses and to meet the expenses of their families they should be granted an amount of Rs. 6000/- per year as medical allowances.

(14) Demand No. 14: Loan

It is demanded that interest free loan of Rs. 50,000/- should be granted for house repair and construction of house.

(15) Demand No. 15: Canteen Subsidy

It is demanded that all the workmen should be paid canteen subsidy at the rate of Rs. 500/- per month.

(16) Demand No. 16: Festival Advance

It is demanded that all the workmen should be granted festival allowance at Rs. 3500/- once in a year to meet the additional expenses incurred by him for such festival and the same shall be recovered in 10 equal installments.

(17) Demand No. 17: Employment next to Kin

It is demanded that the kin of the workmen who died or retired should be given employment.

(18) Demand No. 18: Bonus/Ex-Gratia

It is demanded that all the workmen should be paid Bonus/Ex-gratia at the rate of 20% of gross wages every year, before Diwali.

(19) Demand No. 19: Upgradation

It is demanded that those employees who could not get higher grade should be upgraded as and when they completed 5 years in same grade.

(20) Demand No. 20: Break Shift Allowance

It is demanded that all the workmen who are working in break shift should be paid break shift allowance at the rate of Rs. 300/- per month.

(21) Demand No. 21: Period of Settlement

It is demanded that the period of the settlement should be three years from the date of expiry of the last settlement.

(22) Demand No. 22: Retirement Age

It is demanded that the retirement age of the workers should be fixed as 60 years.

(23) Demand No. 23: **Confirmation of services of those workers who have worked for more than six months.**

It is demanded that those workmen who have worked for more than six months should be made permanent and should be extended the benefits of the settlement.

(2) If answer to above issue No. (1) is in the negative then/what relief the workmen are entitled to?"

2. Upon receipt of the dispute, reference No. IT/28/09 was registered. Notices were issued to both the parties under registered post, upon which both the parties were served. Party I filed the claim statement at Exb. 5. Party II filed written statement at Exb. 8. Rejoinder was filed by Party I at Exb. 11.

3. It is in short the case of Party I that, Party II is one of the oldest star hotel in Goa having sound financial position and has made huge profits during the last consecutive three years. That since the formation Party I union, Party II was signing the settlements with the union and the last settlement was sent in the year 2004 and this was forced on the workers. That the settlement dated 23-12-04 was to be expired on 31-01-2008 and hence Union submitted fresh COD dated 21-01-08. That similar Hotel establishment in Goa are paying higher salaries and giving higher facilities and better service conditions to their Hotel workers. That therefore the demands of Party I of living wage is just and proper. Party I has reiterated the demands as stated in the order of reference, in their claim statement and has prayed to declare the demands as genuine and reasonable and to grant revision in wages and allowances w.e.f. March 2008.

4. In the written statement, Party II has denied the case setup by Party I and has stated that the reference is not maintainable as the existing settlement dated 23-12-04 is not terminated by the Union at any point of time in terms of Sec. 19 (2) of the Act. It is stated that right from commencement of Hotel business in 1982, the company and the Union have had entered into various Industrial settlements, as under:

| Sr. No. | Date of Charter of Demand | Date of Settlement | Period of Settlement |
|---------|---------------------------|--------------------|--------------------------|
| 1 | 2 | 3 | 4 |
| 1. | 01-08-1984 | 28-08-1984 | 01-08-1984 to 31-07-1987 |
| 2. | 27-07-1987 | 23-12-1987 | 01-08-1987 to 31-07-1990 |

| 1 | 2 | 3 | 4 |
|----|------------|------------|--------------------------|
| 3. | 27-07-1990 | 17-12-1990 | 01-08-1990 to 31-07-1994 |
| 4. | 08-08-1994 | 30-12-1994 | 01-08-1994 to 31-07-1997 |
| 5. | 15-07-1997 | 02-01-1998 | 01-08-1997 to 31-07-2000 |
| 6. | 12-08-2000 | 21-05-2001 | 01-08-2000 to 31-07-2003 |
| 7. | 30-07-2003 | 23-12-2004 | 01-08-2003 to 31-01-2008 |

5. It is stated that after the expiry of settlement dated 02-01-1998, the company and the Union after careful consideration and keeping in mind the provisions of the Minimum Wages Act, 1948 and the minimum rates of wages fixed there under by the Government of Goa, arrived at an amicable settlement on various demands contained in the fresh COD dated 12-08-2000 and with long term objective, framed Scales of Pay, with sole intention that there won't be any need to restructure or revise the same, time and again at least for a period of next 25 years. 9 Scales of Pay (Wage Scales) were framed as per following particulars:

| Sr. No. | Grade | Revised Pay Scale from 1st August, 2000 | Stretch Over/ /Span of the Pay Scale |
|---------|-------|---|--------------------------------------|
| 1. | I | 400-20-520-25-670-30-850-35-1060-40-1300-45-1570-50-1870 | 42 years. |
| 2. | II | 50-25-650-30-830-35-1040-40-1280-45-1550-50-1850-55-2180 | 42 years. |
| 3. | III | 600-30-780-35-990-40-1230-45-1500-50-1800-55-2130-60-2490 | 42 years. |
| 4. | IV | 650-35-860-40-1100-45-1370-50-1670-55-2000-60-2360-65-2750 | 44 years. |
| 5. | V | 700-49-940-45-1210-50-1510-55-1850-60-2200-65-2590-70-3010 | 45 years. |
| 6. | VI | 750-45-1020-50-1320-55-1650-60-2010-65-2400-70-2820-75-3270 | 42 years. |
| 7. | VII | 800-501-100-55-430-60-1790-65-2180-70-2600-75-3050-80-3530 | 42 years. |
| 8. | VIII | 850-55-1180-60-1540-65-1930-70-2350-75-2800-80-3280-85-3790 | 42 years. |
| 9. | IX | 900-60-1260-65-1650-70-2070-75-2520-80-3000-85-3510-90-4050 | 42 years. |

6. That in terms of settlement dated 21-05-2001 with respect to COD dated 12-08-2000, the Union employees were granted fitment and flat basic rise as seniority increments and fixed dearness allowance, variable dearness allowance, service allowance, house rent allowance, travelling allowance, shoe allowance & cash handling allowance w.e.f 01-08-2000 and there after the arrears of benefits were also paid. That under the new settlement dated 23-12-04, the above Scales of Pay were retained without any change, however, effective from 1-8-03, flat increase in basic salary, increase in fixed dearness allowance, service allowance, house rent allowance & travelling allowance in each grade were granted. Party I has also mentioned the grade wise salary details of the employees as on 1-10-2009 showing the average wage package of employees falling in different grades, in the claim statement. It is stated that free food valued at Rs. 806/- p.m. per month per employee and subsidized transport facility valued at Rs. 431/- p. m. per employee is also given. It is stated that the wage structure under settlement dated 21-05-01 was on general economic capacity of the company to pay. It is stated that the monthly wage packet earned by each of the member employee is adequate to cope up with economic requirement of daily existence consistent with status of employees in society, responsibilities, efficiency at work and industrial peace and the said pay packet stands in comparison with other comparable concerns in the region. It is stated that the demands submitted by the Union are beyond financial capacity of the company. It is stated that in the near future, the financial position of the company will be affected by contingencies such as disputed expenditure tax liability running in crores of rupees etc. and other risks involved. It is stated that presently, the total salary/wage bill of the entire work force is high as compared to the amount of revenue receipts of the company. It is stated that the company has been providing to all its workmen other fringe benefits every year such as birthday gift, five cakes, uniform, rain shoes, raincoat, uniform shoes stockings for ladies for which the company incurs substantial expenses every year. It is stated that company was also providing loans to needy employees. It is stated that the employees of the company are covered under the mediclaim scheme and company is paying premium towards it. It is stated that the company has obtained Personal Accident Policy in respect of employees and is paying premium towards it. It is stated that company has been granting performance based revisions/increments

to the eligible workmen as decided by the company every year in addition to the statutory increment payable under the settlement dated 23-12-04. It is stated the company has during the continuance of the dispute has voluntarily revised the salary of all confirmed workmen as on 31-1-08 including the member of Party I union by giving an average increase of Rs. 1125/- p.m. per employer w.e.f 1-2-08 on certain terms and conditions contained in the letter dated 16-7-11 issued to individual workmen, which was paid till passing of the interim Award. Thus, the company would not be in the position to bear additional burden that would be imposed by accepting the COD and therefore the demands are liable to be rejected. Thus, amongst above and other grounds raised in the written statement, Party II has prayed to reject the reference.

7. In the rejoinder Party I has denied the defence raised by Party II in their written statement.

8. In view of the averments of the respective parties issues at Exb. 22 dated 4-3-11 and additional issue at Exb. 76 dated 26-8-14, were framed.

9. Party I examined Shri John Rego as witness No 1, Shri James Mandonsa as witness No. 2 and Shri Radhakrishna Malwankar as witness No. 3, whereas Party II examined only Shri K. Sainath Shetty and closed their case.

10. Heard Ld. Rep. Shri P. Gaonkar for Party I and Ld. Adv. Shri G. B. Kamat for Party II. Both the parties have also filed written submissions.

11. In the course of his arguments, Ld. representative of Party I relied upon the following judgments.

1. **M/s. Unichem Laboratories Ltd. v/s The workmen 1972 I LLJ 576.**
2. **The workmen represented by Secretary v/s The management of Reptakos Brett & Co. Ltd. Anr. 1992 LLR I.**
3. **Transport Corporation of India Ltd, Bombay and others v/s Maharashtra Rajya Mathadi Transport and General Kamgar union and Others 2002 III LLJ 835.**
4. **Crown Aluminium Works v/s their Workmen 1958-Vol. (I) LLJ I.**
5. **Talang (G.M.) and Others v/s Shaw Wallace & Co., Ltd and Anr. 1964 SC 644.**
6. **Hindustan Lever Limited v/s B. N. Dongre and Others 1995 LAB. I. C. 1136.**
7. **British Paints (India), Ltd. v/s its Workmen 1964 LLJ 407.**

12. Ld. Advocate for Party II relied upon following judgments during his arguments.

1. **Imperial Chemical Industries (India) Pvt. Ltd. v/s. The Workmen & Ors. AIR 1961 SC 1175.**
2. **Guest Kenn Williams Pr. Ltd. v/s. P.J. Sterling and Ors. AIR 1959 SC 1279.**
3. **Raghavendra Ranga Pai v/s. Vishwanath Pai ILR 1995 KAR 2664.**
4. **Mukand Ltd v/s. Mukand Kamgar Union, Kurla 2000(86) FLR 27.**
5. **Hindustan Lever Ltd v/s. Hindustan Lever Employees Union and Ors. 2007 (1) All MR 280.**
6. **Punjabrao Krishi Vidyapeeth v/s. General Secretary, Krishi Vidyapeeth Kamgar Union and Ors. 1994 (69) FLR 181.**
7. **Jaihind Roadways v/s Maharashtra Rajja Mathadi Transport and General Kamgar Union 2006 (108) FLR 754.**
8. **Crompton Parkinson (Works) Pvt. Ltd. v/s. Its Workmen and Ors. AIR 1959 SC 1089.**
9. **A.K. Bindal and Anr. v/s. Union of India 2003 (4) All MR 1160 (SC).**
10. **Janakbhai Vittalbhai Patel v/s. State of Gujrat Sp. Civil Application 7705/2012, Gujrat High Court, dated 22-03-13.**
11. **Sail Ex-employees Association v/s. Steel Authority of India and Anr. 2010-II-LLJ 492.**
12. **Union of India v/s. Arun Jyoti Kundu and Ors. 2007 (6) All MR 412.**

13. It may be mentioned that Ld. Rep. for Party I in his arguments made it clear that Party I Union does not press Demand No. 9: Transport facility, No. 10: Paid Holiday, No. 14: Loan, No. 15: Canteen Subsidy, No.16: Festival Advance, No.17: Employment to next kin, No. 19: Upgradation and No. 20: Break shift allowance. Being so the these demands are not required to be adjudicated.

14. I have gone through the records of the case and have duly considered the arguments of both the parties. I am reproducing herewith the issues along with their findings and reasons thereof.

| Sr. No. | Issues | Findings |
|---------|--|---------------|
| 1 | 2 | 3 |
| 1. | Whether the Party I proves that the demands raised in the Charter of Demands dated 2-1-2008 are legal and justified? | Partly proved |

| 1 | 2 | 3 |
|-----|---|---------------------|
| 2. | Whether the Party II proves that the reference is illegal, null and void and not maintainable for reasons set out in para I A of the written statement? | Negative |
| 2A. | Whether the Party II proves that they have been extending various benefits as mentioned in the para 47A of the written statement to the workmen and as such they would not be in a position to absorb/bear additional financial burden that would be imposed by accepting the Charter of Demands? | Negative |
| 3. | What relief? What order? | As per Award below. |

15. *Issue Nos. 1 & 2 A.* Both these issues are answered together for the sake of convenience, as there are interconnected.

16. *Demand No.1. Pay Scales:* In the COD Party I has demanded the pay scales, as mentioned in demand No. 1 in the order of reference.

17. In the claim statement, Party I has pleaded, that the present pay scales in the company are very low; that the small industrial establishments have introduced much higher pay scales; that the basic wages paid to the workers in the region are very much higher and are given higher increments; that the present wages do not come near to the fair wage; that the company has excellent future and its profits would be many folds in the next few years and that the company has sufficient capacity to bear the financial burden. In the written statement in answer to the above demand, Party II has denied the above averments of Party I.

18. In his evidence, Shri John Rego has stated that, the pay scales demanded by the workmen are fair and reasonable and the same are not revised for many years and the annual increments in the present pay scales are very meager. In the cross examination, the above statements made by Shri John Rego, are denied. In his chief-examination, Shri K. Sainath Shetty has reiterated the defence taken by Party II, in the written statement, on this demand. The cross-examination of this witness is mostly on the subject of financial capacity of Party II. It is brought on record in his cross

examination that if all the demands of Party I are accepted, the liability on Party II would be to the extent of Rs. 7,00,000/- p.m. and per year it would be to the extent of Rs. 84,00,000/-. It is also brought on record in the cross examination of this witness that as per annual report for the year 2009-10, sports sponsorship of Party II is Rs. 44245000/- and advertising and sales promotion is Rs. 24013000/- as on 31-03-10. It is further brought on record in the cross-examination of this witness that as per annual report for the year 2011-12, Party II has spent 106.51 cr. and 152.51 cr. on legal and consultancy fees as on 31-03-12. It may be mentioned here that the above evidence has been brought on record to establish the financial capacity of Party II.

19. Ld. Representative of Party I by inviting my attention to the cross examination of Shri K. Sainath Shetty stated that company has made financial provision in the balance sheets for the years 2012-13 and 2013-14 taking into account the demands raised in the COD under consideration. He by inviting my attention to the further cross examination of the above named witness also stated that as per the balance sheet for the year 2013-14 (Exb.90) under the head Current Liabilities/ /Approved salaries and benefits, the company has made provision of sum of Rs. 62,52,000/- and Rs.57,60,000/- as on 31-03-03 and also the provision for bonus and incentives of Rs.17,47,000/- and Rs.16,94,000/- as on 31-03-13. Ld. Representative of Party I by inviting my attention to the observations in the judgment in the case of **M/s. Unichem (supra)** submitted that while ascertaining the financial capacity of a company, provision for depreciation and other reserves cannot be deducted in computing profits. He by referring to the observations in the judgment in the case of **Reptakos Brett (supra)** and **Crown Aluminium (supra)** highlighted the concepts of various wage structures and its categories. Further, by referring to the observations in the judgment in the case of **Transport Corporation (supra)** Ld. Rep. of Party I stated that Tribunal can fix wages at the rates which are higher than what has been demanded if there is rise in C.P.I., from the date of demand till the date of Award.

20. It may be mentioned that in his chief examination Shri John Rego has stated that the workers working in the Goa Tourism Department are paid wages and allowances at par with the State Government Employees which is in accordance with sixth pay commission. This witness has stated that the hotels owned and operated by Goa Tourism Corporation are not even two star

whereas Party II hotel is considered as five star. In his cross-examination, this witness has admitted that sixth pay recommendations are not applicable to the establishments in private sector though they are applicable to Tourism Department.

21. Party I has examined Shri Radhakrishna Malwankar, the President of Goa Tourism Development Corporation (GTDC) Ltd. Employees Union and he has stated that he is working with GTDC and that the employees working under GTDC are paid wages and allowances as per sixth pay commission recommendations, as applicable to the State Government Employees in Goa. In his cross-examination, he has stated that before extending the above benefits to GTDC employees, the Board of Directors of GTDC has taken resolution to that effect. He has stated that hotels of GTDC are not five star hotels whereas Party II hotel is five star. He seems not to know if any other hotels in Goa other than hotels of GTDC have extended the benefits of sixth pay to their employees. In the above context, Ld. Rep. of Party I relied on the judgment in the case of **Hindustan Antibiotic (supra)** contending that in terms of this judgment, pattern of wage fixation in case of Government companies and private sectors should be the same.

22. Be that as it may, it cannot be disputed that the principle of Industry-cum-region has to be applied by the Industrial Court while considering the question of wage structure and in applying this principle it has to compare the wage scales prevailing in the similar concerns. In the judgment in the case of **Hindustan Lever Ltd. (supra)** by referring to the judgments in the cases of **French Motor car Co. 1962 (II) LLJ 744**, **Indian Oxygen Ltd. 1963 (II) LLJ 83**, **Novex Dry Cleaners 1962 (I) LLJ (SC) 271**, **Greaves Cotton and Co. 1964 (II) LLJ 342** etc., it is observed that in the practical application of Industry-cum-region principle, the Industrial adjudicator has to consider wage scales prevailing in similar concerns in the region and these similar concerns are those in the same line of business as the concern in respect to which the dispute is being adjudicated. It is also observed that among the factors which the industrial court must consider is the extent of the business, strength of the labour force, the nature and extent of reserves, dividend declared, prospects of future business and other such facets.

23. In the judgment in the case of **Mukand Ltd. (supra)** it is observed that the mere fact that a particular concern can bear an additional liability would by itself is no ground to impose upon it, extra obligation. In this judgment, by referring to

the observations of the Hon'ble Apex Court in the case of *Williamsons (India) Pvt. Ltd.* 1962 (4) FLR 515 (SC) it is highlighted that the extent of the business carried on by the concerns, the capital invested by them, the profits made by them, the nature of the business carried on by them, their standing, the strength of their labour force, the presence and absence and the extent of reserves, the dividends declared by them and the prospects about the future of their business and other relevant factors have to be borne in mind for the purpose of comparison. It is also observed herein that comparison should be made in the same line of business and similar concern cannot be compared even in the same line of business with a large concern.

24. As regards applicability of sixth pay commission recommendations to Party I workers, it is held in the case of *Arun Jyoti Kundu (supra)* by referring to the judgment in the case of *K. S. Krishnaswamy v/s. Union of India* 2007 ALL SCR 747 that the recommendations of pay commissions are subject to acceptance or rejection. The observations in the judgment of *Janakbhai (supra)* indicate that for applying the recommendations of pay commissions, resolution by the concerned establishment has to be passed after following the due procedure. The observations in this judgment also indicate that such recommendations cannot be automatically made applicable and binding on other establishments irrespective of their financial position.

25. Though the position of law as envisaged in the judgments in *Hindustan Lever Ltd. and Mukand Ltd (both cited supra)* cannot be disputed but it deserves to be noted that Party I has produced the settlements dated 1-2-08 (Exb. 57/Exb. 62), dated 27-1-11 (Exb. 58), dated 4-2-05 (Exb. 63) and dated 21-3-14 (Exb. 94) between M/s. Majorda Beach Resort and The Majorda Beach Resort Workers Union, settlement dated 27-3-08 (Exb. 59/Exb. 64) between Fomento group of companies and Goa Mine Workers Union, settlement dated 27-10-09 (Exb.60) and dated 12-7-12 (Exb.61) between M/s. Taj Holiday Village and Taj Holiday Village Employees Union, for the purpose of comparison, to make out a case of revision in pay scales vis-a-vis the pay scales in the above concerns.

26. In the above context, it is required to look into the evidence of Party I to know about the nature of comparison brought on record by them between the so called comparable concerns and Party II. As regards the settlements at Exb. 57/

/Exb.62, Exb.58, Exb.63 and Exb.94, Shri John Rego has stated that he cannot say as to when M/s. Majorda Beach Resort was established. He has stated that he is not aware of the total strength of the workers as well as the annual turnover of the of M/s. Majorda Beach Resort. He has further stated that besides Party II and M/s. Majorda Beach Resort being hotels, he cannot say any other similarity between the two.

27. As regards Shri James Mandonsa, who has been working for M/s Majorda Beach Resort though Party I has examined him as their witness, he too is silent on the comparison between M/s. Majorda Beach Resort and Party II. In the judgment in the case of *A. K. Bindal (supra)* the Hon'ble Apex Court, has observed that what should be the salary, structure to lead a "life with human dignity" is a difficult exercise and it cannot be measured in absolute terms. It is further observed that it depends upon nature of duty and responsibility of the post, the requisite qualification and experience, working condition and a host of other factors. It is also observed that a party claiming revision has also to place material on record to show that the salary currently being paid to the workers is so low that they are not able to maintain their living having regard to the post which they are holding. Undoubtedly, evidence of above nature is lacking in the instant case and more particularly to show that Party I/workers are paid low wages as compared to the workers in M/s Majorda Beach Resort. Even for that matter, evidence of the nature as stated in the judgments in the case of *Hindustan Lever Ltd. and Mukand Ltd.(both cited supra)* is not adduced by Party I. It is therefore clear that Party I has failed to show the similarities between M/s. Majorda Beach Resort and Party II, in the manner, stated in the judgment supra.

28. Coming to the settlement dated 23-7-08 (Exb. 59/Exb.64) of Fomento Group of Companies, Shri John Rego has categorically stated that the business carried out by the three companies mentioned in this settlement is mining business. Thus, the question of comparing Fomento Group of Companies with Party II does not at all arise since the nature of business carried out by these companies is in no way related to the nature of business carried out by Party II.

29. As regards settlements dated 27-10-09 (Exb. 60) and dated 12-7-12 (Exb. 61) of Taj Group of Hotels, Shri John Rego has stated in his cross examination that he does not know when M/s. Vivanta by Taj Holiday Village was established; that what is its total strength, annual turnover

and profit made by it in the last 3 years. He has further categorically stated that except for saying that M/s. Vivanta by Taj Holiday Village and Party II are Hotels, he does not know any other similarity between the two. It is therefore clear from the nature of above evidence that Party I has failed to satisfy the criteria required for showing comparison as depicted in the judgments above. This being the position, at no stretch of imagination the Industry-cum-region formula vis a vis the settlements produced by Party I, could be applied to revise the pay scales in the instant case for want of comparison.

30. Even for that matter, it is evident from the evidence of Shri Radhakrishna Malwankar that The Board of Director of GTDC had passed the resolution before extending the benefits of sixth pay recommendations to the GTDC employees. It is not a case of Party I that Party II despite passing resolution of extending benefits of sixth pay commission to Party I workers, has not released the said benefits to them. Thus, in the absence of such resolution and applying the principles laid down in the judgments in the case of **Arun Jyoti Kundu and Janakbhai (both cited supra)** to the situation in the instant case, Party I cannot seek extension of recommendations of sixth pay commission to the workers of Party I Union.

31. Being so, I am of the opinion that the observations in the judgments in the cases of **M/s. Unichem, Reptakos Brett and Transport Coporation (both cited supra)** cannot be pressed into service to apply to the case of Party I. As regards the observation in the judgment in the case of **Hindustan Antibiotics (supra)** Ld. advocate for Party II rightly contended that this judgment does not advance the case of Party I as it nowhere states that the salaries in the Government Companies in public sector should be on par with the salaries in the private sector. This is because, the company in this judgment is a government undertaking and its entire equity capital is held by The President of India and his nominees and the entire Board of Directors of the company is nominated by him. This company though is a limited one, has a distinct corporate existence and is in effect financed entirely from the funds of the Central Government. While deciding the issue of fixation of wages in public sector undertaking, The Hon'ble Apex Court has by taking note of the fact, that the principles of wage fixation are in existence in the private sectors, has restricted only to the industries run by limited companies wherein the Government owns the entire share capital or a part of it to apply those principles to such

companies. Thus, reading of this judgment in entirety gives a clear indication that The Hon'ble Apex Court has not applied the principles of wage fixation prevailing in public sector companies to the private sector but that the situation is otherwise. Being so, the judgment in the case of **Hindustan Antibiotics (supra)** is of no assistance to Party I to support this demand.

32. It may be mentioned here that in his arguments Ld. Rep. of Party I sought to rely upon the extracts of the annual reports of Taj Group for the years 2009-10, 2010-11, 2011-12 and 2012-13 by stating that these documents are available in the public domain. He also produced before the court certain calculations showing the average profits made by a single undertaking of Taj Group and submitted that these figures show that Party II is earning much more from a single resort as compared to Taj Group. To my mind, the above annual reports of Taj Group, apparently, cannot be read in evidence as the same are not produced on record in the manner required by law. It may be mentioned that if Party I had to produce such record through their witness, the same would give an opportunity to Party II to cross examine the witness producing such documents, irrespective of the fact that said reports are available in the public domain. Even for that matter, the figures of profits shown in the annual reports of Taj Group are consolidated and as said Group admittedly have 120 concerns, the same cannot be compared with Party II, who is having only one hotel establishment.

33. It otherwise cannot be disputed that as observed in the judgment in the case of **Mukand Ltd. (supra)**, mere financial capacity to bear an additional burden is not the sole criteria for awarding revision in wages. Thus, Party I has failed to make out a case for grant of demand of Pay Scale.

34. **Demand No. 2 : Flat Rise:** In the COD Party I has demanded that all the workmen should be given a flat rise. The flat rise demanded is mentioned in the order of reference.

35. In the claim statement it is pleaded by Party I that as the basic wage of some of the workmen is less than the minimum wages and difference between the senior workers and newly joined workers is very less, to maintain the gap the demand of flat rise is just and proper. In the written statement, in reply to this demand, it is case of Party II that in the various industrial settlements entered into with the Union, the employees were granted a flat rise in basic salary every time and such flat increases are not to be granted every time revision in wages is made.

36. In his chief examination Shri John Rego has stated that the basic wages of the workmen even after working for more than 20 years are very low and therefore the demand of flat rise. He has stated that the flat rise demanded, shall be added to the existing basic as on 1-2-08 and thereafter fitted in the revised pay scale in the higher stage. In his cross examination he has stated that though in every settlement signed in the past, there was flat rise in the basic but the same was negligible. He has denied the suggestion that flat rise need not be given every time the demand is made. In his chief examination Shri K. Sainath Shetty has stated that in terms of settlement dated 21-5-01 Party I were granted fitment and flat basic rise and thereafter the arrears of the said increase were also paid. He has stated that in the further settlement dated 23-12-04 the above scales of pay were retained without any change but effective from 1-8-03 flat increase in basic salary in each grade was granted. He has further stated that therefore such flat increases need not be granted every time revision in wages is made. In his cross examination he has denied the suggestion that flat rise demanded by Party I is not unjustified and is not liable to be rejected.

37. Be that as it may, Shri K. Sainath Shetty has produced at Exb. 87 colly letters all dated 16-7-11 where under Party I has given an increase of Rs. 1,125 p.m. w.e.f. 01-02-2008 and the annexure to the said letters mentions the total pay packet payable w.e.f. 01-02-08, 01-02-09, 01-02-2010 and 01-04-2011 and perusal of the above documentary evidence gives a clear indication that Party I has not justified this demand and hence the same is rejected.

38. **Demand No. 3: Seniority Increment:** In the COD, it is the demand of Party I that workmen who is in service upto 2 years should be given one increment, above 2 years and upto 4 years should be given two increments, above 4 years and upto 8 years should be given 3 increments, above 8 years and upto 13 years should be given 4 increments, above 13 years and upto 18 years should be given 5 increments, above 18 years and upto 25 years should be given 6 increments and above 25 years should be given 7 increments.

39. In the claim statement Party I has stated that since 2004 there is no increase in basic wages and there is meagre difference of basic pay of senior workers and the juniors and in order to bridge gap to maintain the seniority, the demand of seniority increments is legal and justified. In the written statement in answer to the above demand, Party II

has stated that this demand was considered in the settlements in the past and that these increments are not meant to be considered every time wage revision is done. In his chief examination, Shri John Rego has stated that seniority increments are justified in order to bridge gap and to maintain the seniority. In his cross examination above statement of this witness is merely denied.

40. Perusal of the record reveals seniority increments were granted in settlements dated 24-12-87 at Exb.81, dated 17-12-90 at Exb. 82, dated 30-12-94 at Exb.83, dated 2-1-98 at Exb.84, dated 21-5-01 at Exb.85 and dated 23-2-04 at Exb. 56. Thus, the need for grant of this demand made in the present COD is apparent. Undoubtedly, there is rise in the cost of living and therefore in my view this demand of Party I needs to be granted to combat with the high inflation, however to the extent by giving a flat rise of Rs. 250/- p.m. to each of the worker effective from 1-2-08. Thus, this demand is granted, to the extent stated above.

41. **Demand No. 4: Fixed Dearness Allowance and Demand No. 5 Variable Dearness Allowance:** Both these demands are discussed together for the sake of convenience. In the COD the Party I has demanded that Rs.750/- should be added to existing FDA as the FDA presently paid is less. In the claim statement it is the case of Party I that the principles of payment of allowance is being considered by the management and that the officers of the company are given all the allowances which are revised yearly and they are also provided with additional allowances. It is further stated that the cost of living in Goa is high and therefore this demand is justified. In answer to this demand, it is the case of Party II that since its introduction, FDA has been revised upwards from time to time in every settlement and therefore there is no justification for increasing FDA. In his evidence Shri K. Sainath Shetty has reiterated the defence taking in the written statement.

42. As regards VDA it is the demand in the COD to pay the same at the revised rate of Rs. 3/- per point and rise above 2,000 points (1960=100). In the claim statement it is case of Party I that in this case DA is not linked to the working class consumers cost of living index numbers and therefore their demand for VDA linked to the consumer prices is just and proper. In the written statement, in answer to this demand, it is the defence of Party II that VDA was introduced in the settlement dated 23-12-87 and the rate of neutralization was provided at Rs. 1/- per point variation in average quarterly AICPI figures over

the base 735 AICPI (1960= 100). It is stated that VDA has now touched the figure of Rs. 3152/- p.m. as on 1-10-09, when the rate of neutralization is Rs.1.30/- per point rise or fall over and above 735 in AICPI (1960= 100). It is stated that the demand made is exorbitant and if allowed the rate of VDA will be Rs. 4362/- p.m. and therefore this demand is liable to be rejected. In his chief examination Shri John Rego has stated that VDA paid to the workmen is inadequate and hence it is required to be increased. He has stated that the VDA paid in the nearby hotels is much higher rate and the DA of workers of GTDC is 100% neutralization and hence the demand is just and proper. It is stated that VDA is paid only to compensate the high cost of inflation. In his cross examination the above statements made by this witness are denied. However it is brought on record in his cross examination that he has not produced any document in respect of the wages paid to the workers of GTDC.

43. Ld. rep. of Party I submitted that there has been considerable rise in CPI. He stated that the financial position of company is very sound and that the company has already made financial provision in the balance sheets for the years 2012-13 and 2013-14 by taking into account the demands raised in this COD. By referring to the salary slip of Shri K. Sainath Shetty, at Exb. 92 and the statements made by him in the cross examination, Ld. rep. of Party I stated that the gross package of this employee is Rs. 11,10,004/- which comes to Rs. 92,500/- p. m. and that he got his first increment with rise of Rs. 35,500/- p.m. and compared to this, the wages paid to the workers are very low. Thus, according to him considering all the above factors, both the above demands made by Party I, are justified.

44. In the above context Ld. advocate for Party II though admitted that there has been rise in CPI but according to him what is to be considered is the total wage packet which according to him is more than fair in comparison to what is paid in the comparable concerns. He invited my attention to the observations in the judgment in the case of **Mukand Ltd. (supra)** which indicate that the Hon'ble Apex Court has consistently held that the total wage packet paid in the comparable concerns is required to be taken into account. He also invited my attention to the evidence of Shri K. Sainath Shetty where in he has referred to the various allowances and other fringe benefits such as birthday gift, cakes, rainshoes, raincoat, uniform shoes, uniform to staff, crash helmet at discounted rate, black belts, stockings

for ladies, mediclaim premium paid by company, group personal accident policy premium paid by the company, supply of free food valued at Rs. 860/- per month per employee, providing subsidized transport facility etc. and the amount spent by the company on the above items. By referring to the letters at Exb. 87 colly issued to the workers and to Exb.88 colly which are the letters showing the quantum of increase given to the workers on the basis of their performance for the period from 2008 to 2013, he stated that the total wage packet of the workers is not low. By referring to the further evidence of Shri K. Sainath Shetty he pointed out to the liabilities on Party II and thus, according to him no case has been made out by Party I towards grant of above demands Ld. advocate for Party II referred to the judgment in the case of **Sail Ex-Employees (supra)**, the observations in which indicate that the employees who are workmen, constitute an all together different class from the employees who are managers and officers, being members of various executive cadres of the company. It is further observed that the pay structure, allowances and service conditions of employees forming part of managerial cadres are altogether different from the pay structure, allowances and service conditions of employees constituting non executive cadres. It is observed that those who belong to executive cadres get not only higher salary but also better allowances, more perks and more favourable service conditions.

45. No doubt, the salaries paid to the officers of the company cannot be compared with that of the salaries paid to the workmen but admittedly there has been considerable rise in the CPI. It is a matter of common knowledge that the cost of living has increased. Even for that matter, records reveal that the financial position of the company is very stable. On the subject of other fringe benefits provided to the workers by the company, perusal of cross examination of Shri K. Sainath Shetty reveals that some of those benefits form part of the settlements from Exb. 80 to Exb. 86. This witness has further admitted that the cake (annual) at 50% discount price per employee valued at Rs. 1100/-, rain shoes, uniform shoes and mediclaim form part of the above settlements. This being the situation, Party II cannot be heard to say that as they have been extending various benefits mentioned above, to the workmen, they would not be in a position to bear additional financial burden that would be imposed by accepting the COD.

46. It is also apparent from the cross examination of Shri K. Sainath Shetty that as per annual report of Party II for the year 2009-10 at Exb.55 colly, the sports sponsorship is shown as Rs. 44,24,5000/- as on 31-3-10 and advertising and sales promotion is shown as Rs. 24013000/- as on 31-3-10. It is further clear from the cross examination this witness that as per the annual report for the year 2011-12, the company has spent an amount of Rs.106.51 cr. as on 31-3-11 and Rs. 152.51 cr as on 31-3-12, on legal and consultancy fees. It is thus, the contention of Ld. representative of Party I that the above expenses were incurred to decrease the profits and also that the same are manipulated. However Ld. advocate for Party II by relying on the judgment in the case of **Crompton Parkinson (Supra)** contended that in terms of the observations in this judgment there has to be cogent and compelling evidence leading to the definite conclusion that the purported expenditure was sham or had been made with the express object of minimizing the profits with a view to deprive the workmen of their bonus and that it is not the duty of an Industrial Tribunal to substitute its own judgment as to what was or was not commercial justified in the place of the judgment exercise by the company and its directors in whom in law the management of the company has confided. No evidence of above nature is adduced by Party I. Thus, it would not stand to reason to say that the expenses shown in the annual reports, as above, are made to decrease the profits or that they are manipulated entries.

47. Be that as it may, it is also not in dispute that FDA since its introduction has been revised upwards in every settlement between the parties and even as regards the rate of VDA, presently it is Rs.1.30 per point. Thus, Party I is entitled for a change in the above allowances. Being so, I am inclined to grant flat rise of Rs. 400/- p.m. in FDA to each of the workman w.e.f. 1-2-08 and revise the rate of VDA which shall be paid at the rate of Rs.1.40/- per point, w.e.f. 1-2-08, which increase, in my considered opinion is just and reasonable.

48. **Demand No. 6. House Rent Allowance:** In the COD Party I has demanded that house rent allowance (HRA) should be paid at the revised rate of 30% of basic and dearness allowance, as the cost of accommodation in Goa is very high, it being a tourist State.

49. In the claim statement, it is pleaded by Party I that the employer has already accepted the principles of giving HRA and extending the benefits to its officers. It is stated that this demand for HRA @ 30% basic is because Goa is treated has B class

city by the Central Government. In the written statement it is the defence of Party II that HRA being paid since 1-8-1984 onwards and with every settlement there has been substantial increase in the said allowance and therefore there is no justification for increasing this allowance.

50. In his chief examination Shri John Rego has stated that HRA paid to the workers is very less; that Goa being a tourist State, cost of accommodation is very high and therefore demand for revision of HRA is just and proper. In his cross examination this witness has denied the suggestion that there is no substantial rise in HRA, every time the settlements are signed. In his chief examination Shri K. Sainath Shetty has reiterated the stand taken by Party II in the written statement on this subject matter. In his cross examination the above statements made by this witness on this subject matter are merely denied without suggesting otherwise.

51. Nonetheless, records reveal that no settlement has been entered into between the parties since the last settlement in year 2004. Perusal of settlement dated 23-12-87 at Exb. 81 reveals that in this settlement HRA was increased by Rs. 70/-p.m. in each grade, vide the settlement dated 17-12-90 at Exb.82, the HRA was increased by Rs. 50/- p.m. in each grade, vide settlement dated 30-12-94 at Exb.83 HRA was increased by Rs. 100/- p.m. in each grade, vide settlement dated 2-1-98 at Exb. 84 HRA was increased by Rs. 115/- p.m in each grade, by settlement dated 21-5-01 at Exb.85 HRA was increased by Rs. 115/- p.m. in each grade and by settlement dated 23-12-04 at Exb. 56/86 HRA was increased by Rs. 150/- p.m. in each grade w.e.f. 1-8-03. Thus, looking at the above settlements, it becomes clear that the stand taken by Party II in the written statement/in the evidence by Shri K. Sainath Shetty that HRA is being paid since 1-8-84 appears to be correct. Nevertheless, the stand of Party II that therefore there is no justification for further increase in the said allowance, does not appear to be convincing and this is because there is admittedly rise in the consumer price index (CPI) which is that in the month of August 2003 CPI was 2460 (1960= 100); in January 2008 it was 3057 and in August 2009 it was increased to 3698 which means that there has been substantial rise in the inflation and this situation by itself justifies this demand. This being the case, I am of the considered opinion that flat rise of Rs. 250/- p.m. in each grade to the existing HRA w.e.f. 1-2-08, is just and reasonable.

52. **Demand No. 7. Children Education Allowance:** In the present COD Party I has demanded that all workmen should be paid children education allowance at the rate of Rs. 500/- p.m. In his affidavit Shri John Rego has stated that the demand of workmen of education allowance of Rs. 500/- p. m. is just and proper as the cost of education in Goa is very high and the present wages paid to the workmen are meagre to meet the additional cost of education. In his cross examination this witness has denied the suggestion that in the settlements in the past care has been taken regarding education allowance. Shri K. Sainath Shetty, the witness of Party II has stated in his chief examination that in the settlement dated 21-5-01, care has been taken by Party II to provide free education to the children and these are implicit in the said wage scales and therefore there is no need/justification for demanding separate allowance. He has also stated that under the provisions of the Right of Children to Free and Compulsory Education Act, 2009, it is mandatory on the part of the Government to provide free and compulsory education for children between the age group of 6 to 14 years. In his cross examination this witness has stated that he does not know if under the Free and Compulsory Education Act, uniforms, books and other stationery are provided to the children free of cost.

53. I have gone through settlement dated 21-5-01 at Exb.85 and have noted that no specific provision for children education allowance has been made in this settlement. Even in the settlement dated 2-1-98 at Exb. 84 no provision for children education allowance has been made. It also cannot be disputed that it is the need of the time to educate each and every child to acquire knowledge and live a life of dignity. This is because getting a good education is the key to growth, as it allows knowledge to be advanced from generation to generation. It may be mentioned that the education makes one financially secure than their uneducated counterparts. It is also not on record if under the Free and Compulsory Education Act, uniforms, books and other stationery is provided free of cost to the children. It cannot be disputed that the cost of education has gone very high and therefore demand of workers for education allowance is justified. Thus, I am inclined to grant an amount Rs. 300/- p.m. per workmen, in each grade effective from 1-2-08, towards children education allowance.

54. **Demand No. 8. Conveyance Allowance and Demand No. 12. Leave Travel Allowance:** Both the above demands are answered together for the sake of convenience.

55. In the COD Party I has demanded that all the workmen should be paid conveyance allowance (CA) @ Rs. 500/- per month. As regards Leave Travel Allowance (LTA), Party I has in COD, demanded that LTA should be paid at the revised rate of Rs. 5000/- per annum, with minimum of four days earned leave and that the amount should be paid one week before the commencement of leave. In the claim statement Party I has stated that the management does not provide any transport and that the cost of transportation is very high in Goa. It is stated that the wages paid to the workers are not sufficient to meet the day today needs of the workers and hence the demand of Rs. 500/- in addition to the existing. As regards leave travel allowance it is stated in the claim statement that it should be revised at the rate of Rs. 5000/- p. a. with minimum of four days earned leave and that the amount shall be paid one week before the commencement of the leave. In defence it is the case of Party II that in the Industrial settlement dated 23-12-87 demand for LTA was dropped and instead Travelling Allowance (TA) was given. It is further stated that in the settlement dated 17-12-90 LTA was dropped and it was agreed that instead of LTA, additional TA at the agreed rate would be paid. It is also stated that in the settlement dated 30-12-94 demand for LTA was dropped and payment of additional TA as above was continued. It is also stated that in the settlement dated 2-1-98 demand for LTA was dropped and in the same settlement demand for CA was made but it was withdrawn as settled and it was agreed that TA as above would be paid at increase rate as per Annexure 'F' to the said settlement. It is also stated that in the settlement dated 21-5-01 demand for LTA was dropped as settled and CA that was demanded was withdrawn as settled on the condition that TA would be increased as per Annexure 'F' to the said settlement. It is further that in the last settlement dated 23-12-04, demand for LTA was dropped as settled on the condition that rate of TA was increased grade wise, as per Annexure 'F' to the said settlement. Thus, it is the further case of Party II that at all times, Party I are/were in receipt of TA depending upon grades and therefore there is no justification for making demand for CA and LTA.

56. In his chief examination Shri. John Rego has stated that the demand of the workmen of CA of Rs. 500/- p. m is just and proper as the cost of travelling in Goa is very high and the company does not provide any transport facility. It is stated that only facility of transport is provided from Panaji

bus stand to the hotel and the wages paid to the workmen are meagre to meet the additional cost of travelling. As regards LTA this witness has not made any statement in his chief examination and therefore the demand for LTA having not made by Party I on oath, cannot be considered.

57. In the cross examination of Shri John Rego, the statements made by him in his chief examination, on the subject of CA, are merely denied. However, this witness has admitted that the transport provided by the company from Panaji bus stand to the hotel is at subsidized rate.

58. In his chief examination, Shri K. Sainath Shetty has reiterated stand taken by Party II in their written statement while answering the claim for demands of CA and LTA. In his cross examination the statements made by this witness in the chief examination on the subject of demands pertaining to CA and LTA are merely denied without suggesting otherwise.

59. Perusal of settlement dated 23-12-87 at Exb. 81, dated 17-12-90 at Exb.82, dated 30-12-94 Exb. 83, dated 2-1-98 at Exb.84, dated 25-1-01 at Exb. 85 and dated 23-12-04 at Exb. 86/56 reveals that the defence taken by Party II on the subject of CA and TA in the written statement by referring to the contents of the above settlements on this subject matter and which is reiterated by Shri K. Sainath Shetty in his chief examination and which statements are not specifically denied in his cross examination by suggesting otherwise, is established by Party II. Nevertheless, it is not in dispute that there has been increase in the CA (travelling allowance) since the last settlement dated 23-12-04 (Exb. 56). It otherwise cannot be disputed that cost of travelling in Goa has gone high and therefore in my view, it is proper and justified to grant flat rise of Rs. 250/- p.m. per worker in each grade towards CA (travelling allowance) w.e.f. 1-2-08.

60. **Demand No.11. Leave:** In the COD, Party I has demanded that all the leave which was reduced in the last wage settlement should be restored, as great hardship is caused to the workers and therefore the workers should be given back, earned leave of 30 days per year, casual leave of 10 days per year and sick leave of 12 days per year. In the claim statement it is the case of Party I that the above demand is just and proper as workers need rest after working hard in order to maintain their health. In the written statement with reference to this demand, it is the defence of Party II that the leave quantum was reduced in the earlier settlement for increasing productivity in their hotel

establishment which was one of the principles stated in the settlement dated 23-12-04. It is stated that no grievance had been made by Party I that existing leave quantum is inadequate. In his evidence Shri John Rego has stated that the present earned leave given to their workers is very less and hence such demand. He has also stated that the other Industrial establishments in Goa grant higher leave to their workmen and therefore the demand is just and proper. In his cross examination this witness has stated that he has gone through the settlement of M/s. Majorda Beach Resort at Exb.58 and of Fomento Group at Exb. 59 and in these settlements the earned leave given to the workers is more than what they are given. Shri K. Sainath Shetty, the witness of Party II has in his chief examination, reiterated the defence taken in written statement on this subject matter. In his cross examination to the suggestion that the leave claimed vide this demand is for restoration of number of leaves which were given to the workers and not for additional leaves, this witness has stated that as the number of leaves was made less in the settlement dated 23-12-04, this demand amounts to new demand.

61. Be that as it may, it deserves to be noted that though vide this demand Party I has sought increase/restoration of earned leave, casual leave and sick leave but it is interesting to note that in his affidavit in evidence Shri John Rego has restricted only to demand of earned leave and not to casual and sick leave. Being so, this demand needs to restricted only to the extent of earned leave. Even for that matter, though the reason given by Party I while claiming restoration of earned leave is that the workers need rest, as rightly pointed out by Party II, there is nothing on record indicating that the workers in any time had made grievance that the existing leave quantum is inadequate. That apart, perusal of settlement at Exb. 58 reveals that there is no mention in it about increase in the number of earned leave/PL and what has been agreed is that the existing practice was to continue. Even in the settlement at Exb. 59 there is no increase in the number of earned leave/PL as compared to the demand in the instant COD.

62. Be that as it may, it is apparent from this demand as mentioned in the COD that the same is basically for restoration of leave which was reduced in the last wage settlement. It may be mentioned that in the claim statement it is pleaded that the last settlement i.e. the settlement dated 23-12-04 was forced on the workers by the managing director of Party II. Party II in the written statement as denied the above contention of Party I. In his

evidence Shri John Rego has also stated that, the settlement signed on 23-12-04 was forced on Party I. However, in his cross examination he has made it clear that no letter was addressed by the Union to the management stating that they were forced to sign the above settlement. Shri John Rego has also stated about the withdrawal of some facilities, enjoyed by them in the past several years by the employer but in his cross examination has admitted that neither in the claim statement nor in his affidavit, it is mentioned that the facilities enjoyed by Party I for several years in past, were withdrawn and as to which were those facilities that were withdrawn by the management. This being the case, Party I cannot be heard to say that the last settlement was forced on them by the management and that some of the facilities which were given to them in past were withdrawn in this settlement.

63. In the above context Ld. Advocate for Party II relied on the judgment in the case of **Mukand Ltd.(supra)**, the observations in which indicate that at the present time emphasis in the country should be more on increased production and absence in work should not be unduly encouraged. Ld. rep. for Party II also relied on the judgment in the case of **Hindustan Lever Ltd.(Supra)**, the observations in which also indicate that while industrial adjudication seeks to achieve social justice, unduly liberal provisions in the matter of leave may affect production. This being the position of law, I find force in the contention of Ld. Advocate for Party II that reduction of leave in the last settlement dated 23-12-04 at Exb. 89, was done basically to increase the productivity, as mentioned in Exb. 89.

64. It may also be mentioned here that upon the so called reduction of leave by Party II vide Exb. 89, Party I did not raise any dispute. In this context, Ld. adv. for Party II referred to the observations in the judgment in the case of **Jaihind Roadways (supra)**, which indicate that issue regarding fairness of any settlement needs to be raised to say that the said settlement is not fair and no conclusion on that subject could be drawn without any material on record. Thus, in case settlement at Exb.89 was forced upon Party I and if according to Party I, it was not fair, it was for Party I to raise dispute on the subject matter of its fairness, which Party I did not do. Hence adverse inference needs to be drawn against Party I on the above aspect of the matter. This being the situation, Party I has failed to justify this demand and hence the same cannot be granted.

65. **Demand No.13. Medical Reimbursement/ Medical Allowance:** In the COD Party I has demanded that those workmen outside the purview of Employees State Insurance Corporation should be reimbursed full medical expenses and to meet the expenses of their families they should be granted an amount of Rs. 6000/- per year as medical allowance. In the claim statement it is stated by Party I that all the workmen are working in the duty place, which causes major hazards to their health and the high cost of medicine cannot be met by them with the wages they are paid. In the written statement, in answer to the above demand it is stated by Party II that those employees outside the purview of The Employees State Insurance Act are covered under the "Mediclaime" policy obtained by the company from General Insurance Co. in respect of the employees and the said employees are paid a sum of Rs.1350/- every year towards medical allowance. It is further stated that the said package of payment is adequate.

66. In his affidavit in evidence, Shri John Rego has not made any statement on the demand of medical reimbursement/medical allowance and therefore having not made such demand before the court, on oath, I find no reason to deal with this demand.

67. **Demand No.18. Bonus/Ex-gratia:** In the COD Party I has demanded that all the workmen should be paid bonus/ex-gratia at the rate of 20% of gross wages every year, before Diwali. In the claim statement Party I has pleaded that the wages paid to the workers are very low and in order to bridge the gap, bonus is considered as deferred wage and hence payment of 20% bonus to mitigate the hardship caused to the workers to meet the day today needs, this demand is genuine, just and proper. In his affidavit in evidence, Shri John Rego has stated that the establishment is making huge profits and therefore the demand for 20% bonus on gross is just and proper. He has also stated that the parent company is already paying 20% bonus to its workers. In his cross examination this witness has made it clear that grant of bonus depends upon the profits made by the company and that what profits would be made by the hotel in the next year, are not known presently. He has denied the suggestion that demands of 20% bonus on the gross cannot be a subject matter of the COD.

68. In his arguments Ld. representative for Party I submitted that those workmen who are not getting bonus must get ex-gratia. In this context he invited my attention to the salary slip of witness Shri K. Sainath Shetty, for the month of October

2014 (Exb. 92) and stated that this witness has been paid ex-gratia amount to Rs. 2000/- in that month and that this amount is paid only to those who are outside the purview of payment of bonus.

69. It may be mentioned that in the COD, there is no specific demand stating that the workmen who are not paid bonus should be paid ex-gratia. Even in the claim statement no reference is found made to the payment of ex-gratia. For that matter, even in his evidence Shri John Rego has not made any reference to the payment of ex-gratia and on the contrary in his cross examination he has made the statement that grant of bonus depends upon the profits made by the company. In this context, Shri K. Sainath Shetty has while reiterating the above statement made by Shri John Rego in his cross examination, has added that payment of ex-gratia by the establishment is at the sole discretion of the employer and there is no justification for demanding the same. He also made it clear that Party I has already paid maximum bonus @ 20% for the year 2008-2009 to 2011 to 2012 under The Payment of Bonus Act, 1965 to the eligible, besides ex-gratia. The above statements made by this witness are not denied in his cross examination. Nonetheless, what could be gathered from the nature of above evidence, is that Party I is not consistent on the particular demand i.e whether it is of bonus or of ex-gratia. That apart, if it is bonus, admittedly such payment depends upon the profits made by the company in the next year, which are not known in the present year. As regards ex-gratia, as stated by Shri K. Sainath Shetty, it is the discretion of the employer and this statement is not denied in his cross examination. That apart, payment of bonus made to the eligible workers @ 20% for the years 2008-09 to 2011-12 as per The Payment of Bonus Act, is not in dispute.

70. In the context of above demand, Ld. advocate for Party II invited my attention to Ss. 10, 11 and 22 of The Payment of Bonus Act, 1965 and reading of Ss. 10 and 11 above, make it clear that it was mandatory for Party II to pay minimum bonus of 8.33 % and in case of allocable surplus exceeding the amount of minimum bonus payable to the employees, to pay in lieu of such minimum bonus an amount in proportion to the salary or wage earned during the accounting year subject to maximum of 20% of such salary or wage. It is also clear from Sec. 22 above, that in case of any dispute on the subject of payment of bonus under this Act, it shall be deemed to be an industrial dispute within the meaning of Industrial Disputes Act. Nevertheless, as it is clear from the evidence of Shri K. Sainath Shetty that Party II has paid bonus

@ 20% for the years 2008-2009 till 2011-2012, in case of any dispute over the payment of bonus under The Act, it is for Party I to raise a dispute on the said subject. Being so, no case has been made out by Party I for grant of this demand.

71. **Demand No. 21. Period of Settlement:** In the COD Party I has demanded that the period of settlement should be 3 years from the date of expiry of the last settlement. In the claim statement it is the case Party I that this demand is because it is such practice almost in all hotels in Goa. In the written statement, in reply to the above demand, it is the case of Party II that the Award if any, may be made operative prospectively from the date of the Award.

72. In his affidavit in evidence, Shri John Rego has stated that in the past as per practice the settlements were always of 3 years and only last settlement is signed for 4 years 6 months. It is stated that in other hotels the period of settlement is of 3 years and hence the demand. In his cross examination the statement made by this witness on the subject of this demand are merely denied. Shri K. Sainath Shetty has in his affidavit in evidence not referred to this demand however in his cross examination, this witness has admitted that except the last settlement, the other settlements signed between Party I and Party II were for the period of 3 years.

73. I have also noted that the settlements at Exb. 57/ Exb.62, Exb.58 and Exb. 94 (all of Majorda Beach Resort) are for the period of 3 years. Even for that matter, admittedly, except for the last settlement of Party II at Exb. 56, the earlier settlements of Party II are for the period of 3 years. Thus, there is justification for Party I to raise to this demand claiming that the period of settlement should be 3 years i.e. from 1-2-08 to 31-1-11, from the date of expiry of the last settlement. Hence this demand is granted as above.

74. **Demand No. 22. Retirement Age:** In the COD Party I has demanded that the retirement age of the workers should be fixed as 60 years. In the claim statement Party I has pleaded that the present age of retirement in the establishment is 55 years and the normal age of the retirement is 58 years. It is also pleaded that The Central and The State Government have increased the age of retirement to 60 years. In the written statement it is the case of Party II that as per the service rules/ house rules framed by Party II and in force and applicable to all the employees and which rules are accepted by the Union in each of the settlements arrived at between the parties, the

age of retirement prescribed for the employees is 55 years. It is further stated that work in their hotel establishment is of physical and arduous nature and therefore there is no justification for increasing the retirement age. It is also stated that fixation of age of retirement at 60 years in State and Central Government being applicable to Civil servant is not relevant criteria for fixation of age in hospitality Industry. In his affidavit in evidence Shri John Rego has stated that Government and other establishment have made the retirement age as 60 years and therefore the demand of the workmen is for retirement age as 60 years. In his cross examination this witness has stated that he thinks that the age of retirement of workers in the settlement at Exb. 58 i.e. the settlement between the management of M/s. Majorda Beach Resort and M/s. Majorda Beach Resort Employees Union and Exb. 59 i.e. the settlement between management of Fomento Group of Companies and their Workmen represented by Goa Mine Workers Union (CITU), is 58 years. Shri K. Sainath Shetty has in his chief examination reiterated the defence taken on this subject matter in the written statement and it deserves to be noted that his above statements are not specifically denied in his cross examination. In his cross examination, to the suggestion that the normal retirement age of a workman is 58 years Shri K. Sainath Shetty has stated that he is not aware. No doubt, this witness has stated that as per the standing orders of the Party II, the retirement age of the workers of Party II is 55 years but he has also made it clear that Party II does not have its Certified Standing Orders.

75. Ld. representative of Party I, in the context of above demand, relied on the judgment in the case of **Talang (supra)** in which by considering the report of the Normus committee it is observed that in the Bombay region, there is the general agreement that the age of retirement of the workers should be fixed at 60. Ld. Rep. for Party I also referred to the judgment in the case of **Hindustan Antibiotics (supra)** in which it is observed that following the trend of judicial opinion, the retirement age of the employees of the company should be raised to 60 years. It may be mentioned that demand in the COD is to raise the retirement age to 60 years whereas the evidence brought on record is for justifying the raising of the retirement age to 58 years. Even in his arguments, Ld. rep. for Party I stated that, their claim is to raise the retirement age to 58 years.

76. In the context of above demand, Ld. advocate for Party II relied on the judgment in the case of **Raghavendra Ranga Pai (supra)**, the observations

in which indicate that there has to be direct evidence for fixing the age of retirement and in its absence, there has to be evidence to show that in similar establishments in the particular area the retirement age is fixed at a particular age. It is also observed in this judgment that no particular age can be stipulated has a rule without pleading and evidence. Ld. advocate for Party II also relied on the judgment in the case of **Imperial Chemical Industries (India) (supra)**, in which it is observed that in fixing the age of retirement no hard and fast rule can be laid down and the decision on the question would always depend on a proper assessment of the relevant facts which vary from case to case. Ld. advocate for Party II also relied on the judgment in the case of **Guest Keen, Williams. PR. Ltd (supra)**, the observations in which indicate that several factors such as nature of work assigned to the employees, the nature of wage structure paid to them, what are the retirement benefits and other amenities available to them etc. are to be weighed by the Tribunal while fixing the retirement age. Undoubtedly, evidence of above nature is not adduced by Party I in justification of this demand, however one has to see the law on this subject to decide the age of retirement.

77. Perusal of judgment in the case of **G.M. Talang (supra)**, makes it clear that the retirement age in this case was fixed on the basis of evidence adduced before the court and as regards the judgment in the case of **Hindustan Antibiotics (supra)** the findings on the subject of retirement age are based on Normus committee like in the case of **Talang (supra)**. Ld. rep. for Party I also relied on the judgment in the case of **British Paints (India), Ltd (supra)**, the observations in which indicate that the age of retirement at 55 years was fixed in the last century in the Government service and had become the pattern for fixing the age of retirement everywhere. It is also observed that the time has now come considering the improvement in the standard of health and increase in the longevity in this country, during the last 50 years that the age of retirement should be fixed at a higher level and generally speaking, in the present circumstances, fixing the age of retirement at 60 years would be fair and proper unless there are special circumstances justifying the fixation of a lower age of retirement. Ld. rep. of Party I then by referring to the Industrial Employment (standing orders) Act, 1940 submitted that age of retirement as per this Act, is 58 years. It may be mentioned that in his cross examination Shri K. Sainath Shetty has made it clear that Party II does not have its

certified standing orders. This being the situation, the age of retirement of 55 years needs to be increased to 58, in view of the law on the subject, which is pointed out above.

78. Be that as it may, perusal of settlement dated 23-12-04 at Exb. 56 between the parties to this reference indicates that there is no mention of demand relating to retirement age in the same. Even for that matter, in the settlement dated 21-5-01 at Exb.85 and dated 2-1-98 at Exb. 84, between the parties to this reference, it is mentioned that the demand of retirement age is dropped as settled. Thus, in the light of discussion supra it becomes clear that Party I has justified this demand and hence as required by Party I, the age of retirement of Party I workers is fixed at 58 years w.e.f. 1-2-08.

79. **Demand No. 23: Confirmation of services of those workers who have worked for more than 6 months:** In the COD Party I has demanded that those workmen who have worked for more than 6 months should be made permanent and should be extended the benefits of the settlement. In the claim statement it is the pleading of Party I on the above demand, that the aforesaid workers do normal and routine work daily and as per the requirement of work they are required on regular basis. It is also pleaded in the claim statement that by confirmation of their services the productivity and quality of the services would improve and this ultimately would help to improve the services to the customers. In the written statement in answer to this demand, it is the defence of Party II that the confirmation in services falls under the Service Rules/House Rules framed by Party II which are in force and applicable to all the employees and which are accepted by the union in each of the settlements. It is stated that classification of the workmen has been shown in the said Service Rules/House Rules and unless and until an employee falls in the definition of "Permanent Workman", he cannot be made permanent. It is also stated that such demand cannot be a subject matter of COD because whether there is a post for permanent employee is to be decided by the management in the first instance and thereafter his appointment is to be made as a "Probationer" in the said post and thereafter confirmation is to be done as a "Permanent Employee" on the basis of factors like suitability, efficiency, performance etc. during the period of probation which factors are necessary to be taken into account before an employee is made permanent/confirmed. Thus, according to Party II there is no justification made by Party I for this demand.

80. In his evidence Shri John Rego has stated that in the year 2000-2001, the total number of permanent workmen was more than 350 workers but after their retirement and resignation, presently their strength has come down below 200. He has stated that there are more than 100 workmen working temporarily for more than 5 to 6 years continuously and therefore demand for their confirmation is just and proper. In his cross examination Shri John Rego has admitted that his above statements in chief examination do not form part of the pleadings in the claim statement. He has however denied the suggestion that this demand cannot form the subject matter of COD.

81. In his chief examination Shri K. Sainath Shetty has reiterated the defence taken by Party II in the written statement on this subject matter. In his cross examination this witness has stated that presently there are 109 workers who are the members of Party I Union. He has denied the suggestion that the company has not employed new workers in the place of the one who have retired or resigned. He has however produced the list of new workers who have been appointed after retirement or resignation or earlier workers, at Exb. 93

82. In the context of this demand, Ld. advocate for Party II referred to the observations in the judgment in the case of **Hindustan Lever Ltd. (supra)** and in the case of **Punjabrao Krishi Vidyapeeth, Akola (supra)**, which make it clear that there has to be evidence on record to know the number of days of service at the credit of workmen and that those particular workmen have to step into the witness box to give evidence on the subject matter. Observations above also indicate that there has to be evidence establishing that the employer has deliberately kept on employing the workers to deprive them of the status and benefits of permanency. Undoubtedly, evidence of above nature is lacking in the matter. Even for that matter, as mentioned above, statements made by Shri John Rego on the subject matter of this demand do not form part of the pleadings and hence cannot be accepted. Consequently, no inference as such, could be drawn on this demand on the basis of Exb. 93. Thus, Party I has failed to justify this demand. Hence my findings.

83 **Issue No. 2.** This court vide order dated 13-3-12 at Exb. 30 has answered this issue in the negative and the said order has been upheld by the Hon'ble High Court of Bombay at Goa in W.P.No.329/2012 by oral judgment dated 14-6-12. Hence my findings.

84. Records reveal that, by order dated 19-10-12 (Exb.42) on the application for interim relief filed by Party I, this court had directed Party II to pay Rs.1,125/- p.m. to each of the workman from the date of this order, pending the final adjudication of the charter of demands and the above amount ordered to be paid, was made the subject matter of the final Award that would be passed in this reference. Being so, the amount paid to the workmen in view of the above order, shall be adjusted towards the amount ordered to be paid to Party I workers, in this reference.

85. In the result and in view of discussion supra, I pass the following:

ORDER

- (1) The reference is partly allowed thereby granting Demand No. (3) Seniority Increment, Demand No. (4) Fixed Dearness Allowance, Demand No. (5) Variable Dearness Allowance, Demand No. (6) House Rent Allowance, Demand No. (7) Children Education Allowance, Demand No. (8) Conveyance Allowance, Demand No. (21) Period of Settlement and Demand No. (22) Retirement Age, to the extent discussed in these respective demands.
- (2) Demand No.(1) Pay Scales, Demand No. (2) Flat Rise, Demand No.(9) Transport Facility, Demand No. (10) Paid Holidays, Demand No. (11) Leave, Demand No. (12) Leave Travel Allowance, Demand No. (13) Medical Reimbursement/ Medical Allowance, Demand No. (14) Loan, Demand No. (15) Canteen Subsidy, Demand No. (16) Festival Advance, Demand No. (17) Employment Next to Kin, Demand No. (18) Bonus/Ex-gratia, Demand No. (19) Upgradation, Demand No. (20) Break Shift Allowance and Demand No. (23) Confirmation of Services of those workers who have worked for more than 6 months, are rejected.
- (3) No order as to costs.

Inform the Government accordingly.

(B. K. Thaly)
Presiding Officer
Industrial Tribunal-
-cum-Labour Court

Department of Law & Judiciary

Law (Establishment) Division

Certificate of Practice

No. 9-18-2004-LD(Estt)Part-(53)/773

In partial modification of Certificate of Practice dated 15-09-2009 issued under the provisions of Notaries Act, 1952 (Central Act 53 of 1952) and the Notaries Rules, 1956 made thereunder, Government of Goa is pleased to extend the area of practice as a Notary of Shri Satyawar Gunlo Palkar to State of Goa, under Rule 8A of the Notaries Rules, 1956, with immediate effect.

By order and in the name of the Governor of Goa.

Amul S. Gaunker, Under Secretary (Estt.).

Porvorim, 08th April, 2015.

Department of Personnel

Order

No. 6/23/2014-PER/988

Read: Order No. 6/23/2014-PER dated 01-01-2015.

Whereas the probation period of the Junior Scale Officer of Goa Civil Service was extended vide Order dated 01-01-2015 read in preamble.

And whereas upon re-examination of the issue in light of the representations received from some of the Junior Scale Officers, it is found that the departmental training was not imparted to the probationers on account of administrative delay in finalizing the training syllabus and therefore it cannot be construed as fault of the probationers.

Now therefore, the Order No. 6/23/2014-PER dated 01-01-2015 read in preamble stands withdrawn with immediate effect.

This issues with the concurrence of Goa Public Service Commission conveyed vide its letter No. COM/II/12/42(1)/2012/4469 dated 20-03-2015.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Additional Secretary (Personnel).

Porvorim, 27th March, 2015.

Order

No. 6/23/2014-PER

Read: Order No. 6/23/2014-PER dated 09-03-2015.

In pursuance to Rule 16 of the Goa Civil Service Rules, 1997 and Order No. 6/23/2014-PER dated 09-03-2015, the following Junior Scale Officers (Probationers) of Goa Civil Service mentioned in column (2) below are hereby drafted for Departmental Training to be conducted at the Goa Institute of Public Administration and Rural Development, Ela, Old-Goa from 06-04-2015 to 06-05-2015. The training shall be held from Mondays to Saturdays excluding public holidays and Sundays from 9.30 a.m. to 5.00 p.m.

In order not to hamper the smooth functioning of departments during the training period of the probationers, officers shown in column (3) shall hold charge of the posts mentioned therein during the training period i.e. 06-04-2015 to 06-05-2015 in addition to their own duties.

| Sl. No. | Officer drafted for training | Officer to hold the additional charge |
|---------|--|---|
| 1 | 2 | 3 |
| 1. | Kum. Biju R. Naik, Junior Scale Officer of GCS | _____ |
| 2. | Shri Mahesh Corjuenkar, Dy. Director (Admn.), WRD holding additional charge of SLAO, Tillari Irrigation Project | Shri Ashok V. Rane, Assistant Commissioner of Excise-II shall hold charge of the post of Dy. Director (Admn.), WRD. Shri Shivaji Dessai, Project Officer, DRDA, North shall hold charge of the post of SLAO, Tillari Irrigation Project. |
| 3. | Shri Johnson B. Fernandes, Deputy Collector & SDM, Ponda holding additional charge of Chief Officer, Ponda Member Secretary, Rajiv Gandhi Kala Mandir, Ponda | Shri Mahadev Araundekar, Dy. Collector, Bicholim shall hold charge of the post of Deputy Collector & SDM, Ponda. Shri Pravin S. Barad, Assistant Director (Admn.), Industries, Trade & Commerce shall hold charge of the post of Chief Officer, Ponda. Shri Mahadev Araundekar, Dy. Collector, Bicholim shall hold charge of the post of Member Secretary, Rajiv Gandhi Kala Mandir, Ponda. |
| 4. | Shri Umeshchandra L. Joshi, Under Secretary in the Office of Minister for Industries holding additional charge of Under Secretary (Personnel-I) and Under Secretary (Handicrafts, Textiles & Coir) | Shri R. Aga, Under Secretary, Pers-II shall hold charge of the post of Under Secretary (Personnel-I). Shri Shashank Thakur, Under Secretary, Industries & Labour shall hold charge of the post of Under Secretary (Handicrafts, Textiles & Coir). |
| 5. | Shri Surendra F. Naik, Deputy Collector, Revenue, South holding additional charge of Deputy Collector (LA), South | Shri Pares M. Fal Desai, Assistant Commissioner of Commercial Taxes shall hold charge of the post of Deputy Collector, Revenue, South. Smt. Sangeeta Naik, Dy. Collector & DRO (South) shall hold charge of the post of Deputy Collector (LA), South. |
| 6. | Shri Ajit Panchwadkar, Deputy Collector & SDM-I, Margao | Shri Umakant Korkankar, Deputy Collector & SDO-II, South, Margao shall hold charge of the the post of Deputy Collector & SDM-I, Margao. |
| 7. | Shri Agnelo A. Fernandes, Chief Officer, Curchorem-Cacora Municipal Council holding additional charge of Member Secretary, Ravindra Bhavan, Curchorem | Shri Pramod Dessai, Chief Officer, Quepem shall hold charge of the post of Chief Officer, Curchorem-Cacora Municipal Council. |

| 1 | 2 | 3 |
|-----|--|---|
| 8. | Shri Dashrath M. Redkar, Deputy Director (Panchayats) North holding additional charge of Administrator of Comunidade (North) | Shri Satish Dessai, Additional Director of Urban Development shall hold charge of the post of Deputy Director (Panchayats) North. Shri Santosh Kundaikar, Administrative Officer, Hospicio Hospital, Margao shall hold charge of the post of Administrator of Comunidade (North). |
| 9. | Smt. Meena Priolkar, Under Secretary (Budget-II) | Smt. Neetal Amonkar, Under Secretary, Home-I shall hold charge of the post of Under Secretary (Budget-II). |
| 10. | Shri Narayan M. Gad, Deputy Collector & SDM, Pernem | Shri Pundalik Khorjuenkar, Dy. Collector & SDM, Mapusa shall hold charge of the post of Deputy Collector & SDM, Pernem. |
| 11. | Smt. Neela Dharwadkar, Under Secretary (Forest) holding additional charge of Under Secretary (Health-II) | Smt. Fransquinha Olievera, Under Secretary, Public Grievances shall hold charge of the post of Under Secretary (Forests). Smt. Sangeeta Porob, Under Secretary, Health-I shall hold charge of the post of Under Secretary (Health-II). |
| 12. | Shri Ajit Pawaskar, Under Secretary, Fin (R&C) holding additional charge of OSD to CM | Smt. Sushma Kamat, Under Secretary, Fin. Exp. shall hold charge of the post of Under Secretary Fin (R&C). |
| 13. | Shri Devidas S. Gaonkar, Assistant Chief Electoral Officer | Shri Shripad Arlekar, Dy. Director, Apna Ghar shall hold charge of the post of Assistant Chief Electoral Officer. |
| 14. | Smt. Sharmila Zuzarte, Under Secretary, Goa Human Rights Commission holding additional charge of Under Secretary (ARD) | Shri Amul Gaonkar, Under Secretary (Law-Estt) shall hold charge of the post of Under Secretary, Goa Human Rights Commission. Shri Shashank Thakur, Under Secretary, Industries & Labour shall hold charge of the post of Under Secretary (ARD). |
| 15. | Shri Pandarinath N. Naik, Chief Officer, Cuncolim Municipal Council | Shri Sudin Natu, Chief Officer, Canacona shall hold charge of the post of Chief Officer, Cuncolim Municipal Council. |
| 16. | Smt. Siddhi T. Halarnkar, Under Secretary, Goa State Information Commission | Smt. Irene Sequira, Secretary, Goa State Information Commission shall hold charge of the post of Under Secretary, Goa State Information Commission. |
| 17. | Shri Snehal P. Naik Goltekar, Deputy Director (Vigilance) holding additional charge of Assistant Commissioner of Commercial Taxes | Smt. Ruhi Redkar, Addl. Director, Vigilance shall hold charge of the post of Deputy Director (Vigilance). Smt. Sarita Gadgil, Assistant Commissioner of Commercial Taxes shall hold charge of the post of Assistant Commissioner of Commercial Taxes. |
| 18. | Shri Vinayak P. Volvoikar, Dy. Collector (LA), North | Shri Narayan Prabhudessai, SLAO, Tourism shall hold charge of the post of Dy. Collector (LA), North. |
| 19. | Smt. Meghana V. Shetgaonkar, Dy. Director, Tribal Welfare | Shri Diwan Rane, Deputy Director, Information Technology shall hold charge of the post of Dy. Director, Tribal Welfare. |

| 1 | 2 | 3 |
|-----|--|--|
| 20. | Smt. Darshana S. Narulkar, Deputy Director (Admn.) Forest | Shri Tushar Halarnkar, Deputy Director (Admn.), AH & VS shall hold charge of the post of Deputy Director (Admn.) Forest. |
| 21. | Smt. Florina S. Colaco, SLAO, WRD, Gogol, Margao holding additional charge of Special Officer, Cumeri Cultivation, South and SLAO, Konkan Railway Corporation Ltd., Margao | Shri Chandrakant Shetkar, Dy. Dir., Panchayats, South shall hold charge of the post of SLAO, WRD, Gogol, Margao. Shri Gaurish Shankhwalkar, Dy. Collector & SDM, Mormugao shall hold charge of the post of Special Officer, Cumeri Cultivation, South. Shri Chandrakant Shetkar, Dy. Dir., Panchayats, South shall hold charge of the post of SLAO, Konkan Railway Corporation Ltd., Margao. |
| 22. | Shri Ashutosh R. Apte, Under Secretary in the Office of the Minister for Factories & Boilers holding additional charge of Under Secretary (Revenue-I) | Smt. Anju Kerkar, Under Secretary, Revenue-II shall hold charge of the post of Under Secretary (Revenue-I). |
| 23. | Shri Parag M. Nagorcekar, Assistant Director of Mines-I holding additional charge of Assistant Director of Mines III | Shri Manuel Baretto, Assistant Director of Mines-II shall hold charge of the post of Assistant Director of Mines-I. Ramakant Talkar, Dy. Director (Admn.) Electricity, shall hold charge of the post of Assistant Director of Mines III. |
| 24. | Shri Pradeep Shankar Naik, M.D. Sanjeevani Sahakari Sakhar Karkhana, Dharbandora | Shri Sagun Velip, Deputy Collector & SDM (Dharbandora) shall hold charge of the post of M.D., Sanjeevani Sahakari Sakhar Karkhana, Dharbandora. |

None of the above 24 Officers drafted for departmental training shall be sanctioned leave during the training period except under unavoidable circumstances.

The Officers shall as far as possible, use common office vehicles for attending their training at GIPARD.

The Officers shall report to Ms. Seema Fernandes, Assistant Director, GIPARD for further details.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Additional Secretary (Personnel).

Porvorim, 30th March, 2015.



Department of Planning

Directorate of Planning, Statistics & Evaluation

Notification

DPSE/III/CSPCC/2014/1882

Approval of the Government is hereby conveyed
to constitute the "Central Sector Projects

Co-ordination Committee-Goa (CSPCC-Goa)"
with immediate effect as under:

- | | | |
|--|---|-----------|
| 1. Principal Secretary, PWD | — | Chairman. |
| 2. Special Secretary, Budget | — | Member. |
| 3. Additional Secretary (Finance-Expenditure) | — | Member. |
| 4. Director, Directorate of Planning, Statistics & Evaluation | — | Member. |

5. Managing Director, GSIDC — Member.
 6. Managing Director, JICA — Member.
 7. Principal Chief Engineer, PWD — Member Secretary.

Department of Public Health

Order

No. 4/14/2003-II/PHD/Vol.XXIV/533

Power/Functions of the Committee

1. To review the progress of Central Sector Infrastructure Projects.
2. To advise the Government on infrastructure projects best suited for this State.
3. To advise the Government on various matters relating to the formulation, implementation, and evaluation of the Central Sector Infrastructure Projects.
4. To appoint sub-committees to go into details of any particular problem or matter which may be considered necessary for its functioning.
5. To call for information from any Government Department to undertake inspections/visits of development projects, to hold discussions and seek clarifications from the Secretaries/Heads of Departments in regard to the matter concerning the implementation of the Central Sector Infrastructure Projects.
6. The Central Sector Projects Co-ordination Committee will meet at least once a month. The meetings may take place at any convenient place in the State of Goa.
7. The Principal Chief Engineer, PWD will be the Drawing and Disbursing Officer for the purpose of the CSPCC-Goa and will be responsible for timely defray of all expenses for conducting the meetings under Demand No. 21 of the Public Works Department.
8. The committee shall submit a monthly report on progress/status of all Central Sector Infrastructure Projects indicating fund position, obstacles and remedial measures, to the Commissioner & Secretary to Hon'ble Chief Minister regularly.

This has the approval of the Government and concurrence of the Finance Department vide U.O. No. 970/F dated 08-04-2015.

Vijay B. Saxena, Joint Director.

Porvorim, 20th April, 2015.

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/11/12/30(4)/2008/937 dated 24-03-2015, Government is pleased to declare Dr. Pascoal D'Souza, Medical Officer in Blood Bank in Goa Medical College to have satisfactorily completed his probation period of two years w.e.f. 02-07-2012 to 01-07-2014 and to confirm him in the post of Medical Officer in Blood Bank in Goa Medical College, Bambolim, with immediate effect.

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health).

Porvorim, 20th April, 2015.

Order

No. 44/5/2013-I/PHD/8203

Government is pleased to accept the resignation tendered by Dr. Madhavi R. Mahambrey, Junior Radiologist, under Directorate of Health Services under Rule 48 of CCS (Pension) Rules, 1972 and to relieve him from the post of Junior Radiologist under Directorate of Health Services with effect from 01-10-2014 (f. n.).

By order and in the name of the Governor of Goa.

Neela S. Dharwadker, Under Secretary (Health-II).

Porvorim, 30th March, 2015.

Order

No. 38/261/2014-I/PHD(Part)/8399

Government is pleased to appoint the following Medical Officers on contract basis on bond and post them at the respective Centres under Directorate of Health Services with immediate effect for period of one year on monthly consolidated remuneration of Rs. 30,000/- (Rupees thirty thousand only).

| Sr. No. | Name of the Medical Officers posted at respective Centres |
|-----------|---|
| 1 | 2 |
| I | CHC, Valpoi |
| 1 | Dr. Keval V. Shirodkar |
| II | PHC, Betki |
| | Dr. Amy Melissa Botelho |

| 1 | 2 |
|------------|-------------------------|
| III | PHC, Candolim |
| 1 | Dr. Sneha Dayanand Sose |
| IV | PHC, Siolim |
| 1 | Dr. Vikram V. Dukle |

The above Medical Officers shall draw the salary against the vacant post of Medical Officer at the respective Centres under Directorate of Health Services.

The appointment of above Medical Officers shall be subject to the terms and conditions contained in the agreement to be executed by them with Government.

By order and in the name of the Governor of Goa.

Ameya Abhyankar, IAS, Addl. Secretary (Health).

Porvorim, 30th March, 2015.

Notification

No. 35/40/2001-I/PHD (PF-IV)/8358

Read: Government Notification No. 35/40/2001-I/PHD dated 12-09-2006.

In exercise of the powers conferred by sub-sections (5) and (6) of Section 17 of the Pre-Conception & Pre-Natal Diagnostic Techniques (Prohibition of Sex Selection) Act, 1994 (Central Act No. 57 of 1994) and in supersession of Notification No. 35/40/2001-I/PHD(A) dated 12-09-2006, published in the Official Gazette Series II No. 25 dated 21-09-2006, the Government of Goa hereby re-constitutes an Advisory Committee consisting of the members mentioned below, to aid and advise the Appropriate Authority of North Goa District in the discharge of its functions with immediate effect.

The Government of Goa hereby also appoints the Senior most Consultant and next Senior most Consultant from amongst members at Sr. Nos. (1) to (3) below to be the Chairperson and the Vice Chairperson respectively of the said Advisory Committee. The Junior most Consultant at Sr. Nos. (1) to (3) below shall be the Member Secretary of the said Advisory Committee.

- 1) Senior most Gynaecologist, — Member
North Goa District Hospital, (Ex officio).
Mapusa
- 2) Senior most Radiologist, — Member
North Goa District Hospital, (Ex officio).
Mapusa

- 3) Senior most Pediatrician, — Member
North Goa District Hospital, (Ex officio).
Mapusa
- 4) Senior most Assistant Public — Member
Prosecutor, North Goa (Ex officio).
- 5) Representative from — Member
Directorate of Information (Ex officio).
& Publicity
- 6) Dr. Avinash Kamat Dhakankar — Member
- 7) Mr. Gaurish Manohar Dhond, — Member.
r/o Manoshanti, Panaji-Goa
- 8) Mrs. Nina R. Naik, — Member.
r/o Kaustubh, Lacampal,
Miramar

The Committee shall meet as per the provisions contained in the said Act and Rules framed there under.

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health-II)/link.

Panaji, 6th April, 2015.

Notification

No. 35/40/2001-I/PHD (PF-IV)/8371

Read: Government Notification No. 35/40/2001-I/PHD dated 20-07-2009.

In exercise of the powers conferred by sub-sections (1) and (2) of Section 16 A of the Pre-Conception and Pre-Natal Diagnostic Techniques (Prohibition of Sex Selection) Act, 1994 (Central Act No. 57 of 1994), (hereinafter called the "said Act"), and in supersession of the Government notification No. 35/40/2001-I/PHD dated 20-07-2009, published in the Official Gazette Series II No. 18 dated 30-07-2009, the Government of Goa is pleased to reconstitute the Goa State Supervisory Board consisting of following members, namely:—

1. Minister for Health — Chairman
(Ex officio).
2. Comm. & Secretary (Health)— Vice-
-Chairman
(Ex officio).
3. Secretary (Law) — Member
(Ex officio).
4. Secretary (Women & Child — Member
Development) (Ex officio).
5. Secretary (Social Welfare) — Member
(Ex officio).

6. Director of Health Services — Member
(Ex officio).
7. Smt. Jenifer Monserette — Member
(Non-official).
8. Adv. Joseph Vaz — Member
(Non-official).
9. Dr. Meenakshi Martins — Member
(Non-official).
10. Dr. Govind Kamat — Member
(Non-official).
11. Dr. Carmo Gracias — Member
(Non-official).
12. Dr. Shivanand Gauns — Member
(Non-official).
13. Dr. Jagdish Raghuvanshi — Member
(Non-official).
14. Dr. Vidya Sardesai — Member
(Non-official).
15. Chief Medical Officer (FW) — Member
Secretary
(Ex officio).

The functions of the State Supervisory Board shall be as under:

- i) To create public awareness against the public of pre-conception sex selection and pre-natal determination of sex of the foetus leading to female foeticide in the State.
- ii) To review the activities of the Appropriate Authorities functioning in the State and recommend appropriate action against them.
- iii) To monitor the implementation of provisions of the Act and the Rules and make suitable recommendation relating to the Board.
- iv) To send such consolidated reports as may be prescribed in respect of the various activities undertaken in the State under the Act to the Board and the Central Government, and
- v) Any other functions as may be prescribed under the Act.

The term of the Board shall be for a period of three years. The Board shall meet at least once in 4 months.

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health-II)/Link.

Porvorim, 6th April, 2015.

Department of Revenue

Order

No. 22/12/2013-RD

Whereas, the Government of Goa, vide Notification No. 22/12/2013-RD dated 07-10-2013, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 29 dated 17-10-2013, and Corrigendum No. 22/12/2013-RD dated 22-04-2014 published in the Official Gazette, Series II No. 5 dated 02-05-2014, and notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for development of Government Village School Playground at Ribander and Chimbél Village in Tiswadi Taluka (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5-A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/12/2013-RD dated 11-11-2014, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 34 dated 20-11-2014, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector (North) Panaji to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Revenue-I) (Link).

Porvorim, 10th April, 2015.

Order

No. 23/28/2013-RD

Whereas, the Government of Goa, vide Notification No. 23/28/2013-RD dated 19-11-2013, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 35 dated 28-11-2013, notified that the land specified in the Schedule thereof (hereinafter referred to as the

“said land”) is likely to be needed for public purpose viz. Land Acquisition for cutting hill slope in land slide prone and improvement of accidental prone zone for the road from Pilgao to Saptakoteshwar in Maem Constituency (hereinafter referred to as the “said public purpose”);

And whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5-A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 23/28/2013-RD dated 17-12-2014, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 39 dated 26-12-2014, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, North Goa District, Panaji to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Revenue-II).

Porvorim, 10th April, 2015.

Department of Town & Country Planning

Office of the Chief Town Planner

Order

No. 4-5-2-84-UDD/Pt/2015/1449

In pursuance to the Government Note No. 4-5-2-84-UDD/Pt/12/15/1383 dated 2-4-2015, Ms. Vertika Dagur, Town Planner, presently posted as Town Planner in the office of the Chief Town Planner, TCP Department, Panaji, is hereby deputed to the post of Member Secretary of Mormugao Planning and Development Authority, Vasco-da-Gama, initially for a period of two years.

Her term of deputation shall be governed as per the standard terms of deputation as issued from time to time by the Personnel Department, Government of Goa. The deputation shall be effective from the date of her reporting to the said Planning and Development Authority.

By order and in the name of the Governor of Goa.

Dr. S. T. Puttaraju, Chief Town Planner/ex officio Joint Secretary.

Panaji, 8th April, 2015.

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